IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No.25002 of 2021 (O&M)
Date of Decision.02.08.2022

M/s Gupta Industries ...Petitioner

Vs

State of Punjab and others ...Respondents

CORAM:HON'BLE MS. JUSTICE JAISHREE THAKUR

Present: None for the petitioner.

Mr. Pawan Sharda, Sr. DAG, Punjab.

Mr. R.S. Kalra, Advocate
for respondent Nos.3 and 4.

Mr. Ankit Kumar, Advocate
for respondent Nos.5, 6 and 8.

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JAISHREE THAKUR J. (ORAL)

Short reply filed on behalf of respondents No.3 and 4 in the court today is taken on record.

The instant writ petition has been filed with a limited prayer of equal distribution of paddy in terms of the Punjab Custom Milling Policy for Kharif 2021-2022. The petitioner herein alleges to be a proprietor firm and running a rice mill under the name of style of M/s Gupta Industries, Sunam and seeks a writ in the nature of mandamus directing the respondents No.2 to 8 to shift the excess paddy stored in other rice mills and allocate the same to the petitioner for custom milling by invoking Clause 12(b) of the aforesaid policy.

Notice of motion was issued, pursuant to which appearance has been caused on behalf of respondents No.1 to 8.

As per the reply filed by the Punjab State Civil Supplies

Corporation, a stand has been taken that the petitioner's mill was never linked with the answering respondent for the Kharif Marketing Season 2021-2022 and therefore, the question of seeking a mandamus directing the said respondent to allocate any excess paddy to the petitioner would not arise.

Learned counsel appearing on behalf of the Markfed would submit that the petitioner has already been given paddy 122% over and above his allocation as far as the mill of the petitioner situated at Sunam and for Madiwas 150% over and above approved allocation was delivered for milling. It is for Chhajjali only that 58% of the approved capacity was delivered and that too, because of low percentage received in the mandi.

It is submitted that in case there is any dispute arises or touches any of the clauses of the said policy, the same shall be referred to a sole arbitrator so appointed.

I have heard learned counsel for the parties and have perused the custom milling agreement dated 11.10.2021 in which there is an arbitration clause. Relevant Clause 26 of the aforesaid agreement is reproduced as under:-

> *"26. All the disputes and differences arising out of or in any manner touching or concerning the agreement whatsoever shall be referred to the sole arbitration of an Arbitrator to be appointed by the SPA. The award of the Arbitrator shall be final and binding on the parties to the contract."*

Apart from that, it is worthwhile to note that Kharif Season for said year already stands over. Rather now Kharif year 2022-2023 has commenced.

In view of the fact that there is an arbitration clause, it would be appropriate that all disputes arising between the procurement agency and the petitioner-miller, be it legal or otherwise, should be referred to the Arbitrator.

Consequently, the instant petition is disposed of and petitioner-miller is relegated to appear before the Arbitrator to be appointed by the State Procurement Agency on 31.08.2022, in terms of the decision rendered in CWP No.20885 of 2016 decided on 04.10.2016 and CWP No.23099 of 2016 decided on 03.05.2019.

(JAISHREE THAKUR)
JUDGE

August 02, 2022
Pankaj*

	Whether speaking/reasoned	Yes/No
	Whether reportable	Yes/No